

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

BUDGET BLINDS INC.,

Plaintiff,

v.

STEVEN WALKER,

Defendant.

Case No. SACV 09-01314 DMG (MLGx)

**JUDGMENT**

**JS6**

In light of the Court's Order granting Plaintiff's Motion for Default Judgment, filed concurrently herewith, Judgment is hereby entered in favor of Plaintiff as follows:

1. Plaintiff is awarded damages and prejudgment interest in the amount of \$21,933.64.
2. The Court hereby orders Defendant, his agents, servants, and employees, and all persons acting under, in concert with or for him, to immediately:
  - a. Discontinue operation of their window covering business in zip codes 63366, 63376 and 63368;
  - b. Discontinue owning, maintaining, operating, engaging in, or having any financial or beneficial interest in, advising, assisting, or making loans to, any competitive business in violation of the non-competition

1 provision contained at section 8.09 of the License Agreement for two  
2 years from the entry of this permanent injunction;

3 c. Discontinue the use of Plaintiff's intellectual property, including all  
4 service marks, trade names and trade dress of Plaintiff (including  
5 without limitation the marks BUDGET BLINDS, Registration Nos.  
6 1,813,191 (December 21, 1993) and 2,688,527 (February 18, 2003),  
7 has registered with the United States Patent and Trademark Office), as  
8 well as all marks, names, or materials that are confusingly similar  
9 thereto; and

10 d. Comply with the following post-termination provisions of section  
11 12.01 of the license agreement:

12 i. Remove, at Licensee's expense, identifying marks on the  
13 Vehicle and all other signs erected or used by Licensee and  
14 bearing the Service Marks, or any word or mark indicating that  
15 Licensee is associated or affiliated with Licensor;

16 ii. Erase or obliterate from letterheads, stationary, printed material,  
17 advertising or other forms used by Licensee the Service Marks  
18 and all words indicating that Licensee is associated or affiliated  
19 with the Licensor;

20 iii. Permanently discontinue all advertising of Licensee to the  
21 effect that Licensee is associated or affiliated with Licensor;

22 iv. Refrain from doing anything which would indicate that  
23 Licensee is or ever was an authorized Licensee including  
24 indicating, directly or indirectly, that Licensee was licensed to  
25 use the Service Marks or any other distinctive System features  
26 or that Licensee at any time operated under any name, word or  
27 mark associated or affiliated with Licensor;

v. If Licensee engages in any business thereafter, use trade names, service marks or trademarks (if any) which are significantly different from those under which Licensee had done business and use sign formats (if any) which are significantly different in color and type face and take all necessary steps to ensure that its present and former employees, agents, officers, shareholders and partners observe the foregoing obligations;

vi. Assign all interest and right to use all telephone numbers and all listings applicable to the Licensed Business in use at the time of the termination to Licenser and take all action necessary to change all telephone numbers immediately and change all listings as soon as possible; and

vii. At the option of Licenser, assign to Licenser all rights to all e-mail addresses, URLs, domain names, internet listings, and Internet accounts related to the Licensed Business upon the termination or expiration of this Agreement.

3. Plaintiff is hereby awarded attorneys' fees in the amount of \$1,916.02.

4. Plaintiff is awarded its costs of suit in an amount to be determined by the Clerk of the Court.

5. The Court shall retain jurisdiction to enforce the permanent injunction included in this judgment, as well as to consider any motions to increase damages or award attorneys' fees.

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